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11 INTANGO, LTD

12 **UNITED STATES DISTRICT COURT**
13 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

14 INTANGO, LTD, an Israeli limited
15 company,

16 Plaintiff,

17 v.

18 MOZILLA CORPORATION, a California
19 corporation,

20 Defendants.

Case No.: 5:20-cv-02688-NC

INTANGO'S COMPLAINT FOR

BREACH OF CONTRACT;

**BREACH OF THE COVENANT OF
GOOD FAITH AND FAIR DEALING;**

**VIOLATION OF CALIFORNIA
BUSINESS & PROFESSIONS
CODE § 17200;**

**INTENTIONAL INTERFERENCE
WITH CONTRACTUAL RELATIONS;**

**INTENTIONAL INTERFERENCE
WITH PROSPECTIVE ECONOMIC
ADVANTAGE;**

DECLARATORY RELIEF

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Intango, LTD (“Intango”) files this Complaint against Defendant Mozilla Corporation (“Mozilla”) and, demanding a trial by jury on all issues so triable, alleges as follows:

PARTIES

1. Plaintiff Intango is a privately-held technology company headquartered in Tel Aviv, Israel that operates in the digital media space, designing and executing tailored marketing and monetization solutions that use AI-driven proprietary technology and architecture.

2. Defendant Mozilla is a corporation organized under the laws of the State of California and located at 331 East Evelyn Avenue, Mountain View, California 94041. Mozilla has developed a popular web browser known as Firefox.

JURISDICTION AND VENUE

3. This Court has subject matter jurisdiction over this Complaint under 28 U.S.C § 1332 because there is complete diversity between the parties, and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

4. This Court has personal jurisdiction over Mozilla because it is a citizen of California and a resident of Santa Clara County, California. Moreover, the parties each agreed to submit to the exclusive jurisdiction of the courts located within Santa Clara County to resolve any legal matters [REDACTED]

[REDACTED], and/or arising from the June 10, 2019 Firefox Add-on Distribution Agreement (“Firefox Add-on Distribution Agreement”), attached hereto as Exhibit B, which are now at issue.

5. Venue in this Court is proper pursuant 28 U.S.C. § 1391 because Mozilla resides, transacts business, and maintains its principal place of business in this District, and the acts giving rise to the claims herein occurred in this District.

FACTS

6. Among other services, Intango develops and markets web extensions, also called add-ons, that its users can install to their web browsers to enhance their browsing experience. Add-ons are software modules that customize a web browser. For example, parents who want to limit their children to age-appropriate web browsing can install Intango’s Safe Browsing Add-on.

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1 For users who have given consent and activated the “safe then” tab function, the Safe Browsing
2 Add-on enables the detection and filtering of potentially offensive or otherwise problematic pages
3 and content so that users are presented with only safe search results.

4 7. Mozilla developed and owns the web browser Firefox. Web browsers are software
5 applications that allow people to access the Internet. Web browsers rely on search engines, like
6 those offered by Google and Yahoo, to search the Internet.

7 8. Search engines pay browsers royalties in exchange for the browser directing online
8 traffic to the search engine. Intango is informed and believes that in 2018, over \$429 million of
9 Mozilla’s nearly \$450 million in total revenue was generated by royalties from search engine
10 partnerships.¹ As of November 2017, Firefox replaced Yahoo with Google as Firefox’s primary
11 default search engine, and Google is currently Firefox’s default search engine in all but four
12 countries.²

13 9. Intango has developed and distributed approximately fifty (50) add-ons for the
14 Firefox browser since creating a developers’ account in May 2015. To do so, Intango entered into
15 and agreed to abide by the Firefox Add-on Distribution Agreement and Review Policies, versions
16 of which are attached hereto as Exhibit B (June 10, 2019 Firefox Add-on Distribution Agreement
17 and December 2, 2019 revised Review Policies).

18 10. Intango does not charge its users to install its add-ons. Instead, just as Firefox
19 generates revenue by directing online traffic to Google, Intango generates the bulk of its add-on
20 revenue by directing online traffic, as measured by post-search “clicks,” to Yahoo.³ Intango and
21 Mozilla are therefore direct competitors in the context of directing online traffic to search engines.
22 Intango and Mozilla are not the only companies competing in this industry. Rather, Intango is
23 informed and believes that there are other developers who have created and distributed add-ons for
24 Firefox that generate revenue by partnering with, and directing online traffic to, various search
25

26 ¹ See Mozilla Foundation and Subsidiary (2019) *Independent Auditors Report and Consolidated Financial*
27 *Statements as of December 31, 2018 and 2017*. Available at: [https://assets.mozilla.net/annualreport/2018/mozilla-](https://assets.mozilla.net/annualreport/2018/mozilla-fdn-2018-short-form-final-0926.pdf)
28 [fdn-2018-short-form-final-0926.pdf](https://assets.mozilla.net/annualreport/2018/mozilla-fdn-2018-short-form-final-0926.pdf) (accessed: March 20, 2020).

² Upon information and belief, Google is the default search engine for Firefox in all markets except Turkey,
Belarus, Kazakhstan and China.

³ Intango also generates revenue from its extensions by other means not relevant to the present matter.

1 engines.

2 11. Functionally, Intango's add-ons execute proprietary, customizing features offered
3 by the extension (e.g., provide for safe browsing, generate movie-oriented search results, etc.)
4 while simultaneously directing traffic to Yahoo by setting a search url within the add-on and
5 redirecting the user's search engine to Yahoo. The benefit to using Intango's add-ons rather than
6 just using the search functionality within Yahoo is that Intango has created proprietary algorithms
7 that make the search results more targeted and therefore useful by, for example, directing the user
8 to relevant search results hits for "Jaws" while using the GetMedia – Movies extension, while
9 simultaneously executing the proprietary, customizing features offered by the extension. Intango
10 did not invent this method of using a third-party search provider in its add-ons. The redirect is
11 necessary because each add-on must utilize a search engine to facilitate its key features. Utilizing
12 the search engine is only possible through partnership with a browser company such as Yahoo.

13 **First Wave of Takedowns**

14 12. On February 26, 2019, Mozilla abruptly and without notice disabled seven of
15 Intango's add-ons, including: Safe Browsing, GetMedia – Movies, GoMusic, GoMovies, Sport
16 TV, Universe Start and Media Start (the "Original Extensions").

17 13. In doing so, Mozilla caused Intango to irreparably lose its userbase—a valuable
18 asset that Intango had expended significant time and resources building over the years. Intango
19 could not recapture this userbase by simply uploading an updated version of each add-on that
20 incorporated any changes required by Mozilla because Mozilla had blocked developer access to
21 the add-ons. Uploading a completely new add-on would also be ineffective as the prior users
22 would have to download the new add-on and would have no way of knowing that it was available
23 other than by searching through the entire Firefox catalog of add-ons.

24 14. In addition to disabling the add-ons and causing Intango to irreparably lose its
25 corresponding userbase, Mozilla publicly and improperly flagged the add-ons as "malware."
26 Malware is software designed to disrupt, damage, or gain unauthorized access to a users' computer
27 system. Intango's add-ons are not malware under this or any definition. By erroneously labeling
28 the add-ons as malware, Mozilla instantaneously damaged Intango's reputation among its users

1 and the public in general.

2 15. Prior to this takedown, Firefox had never blocklisted or taken any form of
3 administrative action against any add-ons developed or distributed by Intango.

4 16. Despite an express policy of doing so, Mozilla failed to provide Intango an
5 advanced warning, let alone an opportunity to rectify any concerns, prior to disabling the add-ons.
6 Nor did Mozilla notify Intango about the block after it occurred.

7 17. Intango only discovered that Mozilla had blocklisted its extensions incidentally
8 while reviewing its developer account.

9 18. Alarmed by the block and losing revenue by the minute, Intango immediately
10 investigated possible reasons for Mozilla's actions. Intango developers first visited the Firefox
11 Browser Add-on gallery, but found no explanation. They next attempted to install the add-ons as a
12 new user. Upon installing the extensions, the developers received message prompts stating that
13 each add-on had been "disabled due to security or stability issues," and that each "violate[d]
14 Mozilla add-on policies by including abusive search behavior." No additional detail was provided.

15 19. Intango then scoured Mozilla's most recent policies and developer guidelines to
16 determine where any potential stability issues or policy violations could lie. In doing so, Intango
17 discovered that the code used in the Original Extensions was potentially incompatible with a new
18 search override API ("application programming interface") that had been introduced by Firefox
19 57. Intango quickly updated each extension's code to meet the new search override API.

20 20. Prior to the takedown, Intango was unaware of any potential incompatibility with
21 the new search override API as Mozilla had not previously announced what turned out to be a
22 significant change. Mozilla's failure to alert developers of this change runs counter to industry
23 practice. When similar platforms such as Google or Facebook introduce a change in policy or API,
24 they send out formal announcements and notice to all developers prior to implementation. Notice
25 gives developers an opportunity to make any needed adjustments. Platforms also commonly
26 provide developers with an "integration period" during which the platform refrains from taking
27 down existing products and userbases that it deems noncompliant. Instead, the platform blocks the
28 option of uploading new products that are noncompliant. Integration periods can last as long as

1 twelve months, and they are critical for developers to timely comply with new policies and/or API
2 without losing the valuable userbases the developer had built over the years. Unfortunately,
3 Mozilla offered neither notice nor an integration period.

4 21. As Intango feverishly sought to uncover and then remedy any incompatibility
5 issues within 24 hours of discovering the block, it simultaneously emailed Mozilla requesting
6 further explanation and assistance. Intango assured Mozilla that it had reviewed the most recent
7 guidelines and updated the Original Extensions to ensure compatibility with the new API. Intango
8 also supplied links to examples of the updated extensions and explained that any incompatibility
9 had been wholly unintentional. With the only potential incompatibility issue resolved, Intango
10 requested that Mozilla lift the block to allow Intango to upload the refurbished extensions so that
11 its userbase could access the updates.

12 22. Mozilla's initial response to Intango's emails provided no additional information or
13 explanation, but merely stated that the "add-ons will stay blocked" because Mozilla did "not
14 believe this happened accidentally as you [Intango] claim in your email."

15 23. Not understanding what this could mean, Intango replied immediately, offering to
16 provide Mozilla with access to any and all relevant information, documentation, source code, logs,
17 and/or analytics necessary to demonstrate compliance with all applicable policies. Intango also
18 invited Mozilla to review its Terms of Service and Privacy Policy, which provide full user
19 transparency, detailed instructions for removal of web extensions, and contact information for 24-
20 7 customer support.

21 24. When Mozilla did not respond, Intango followed up by email on February 27, 2019
22 and again on March 1, 2019, pleading with Mozilla to provide guidance regarding what Intango
23 needed to do to have the Original Extensions reinstated. Intango relayed that it was incurring
24 significant reputational and monetary damage every hour the add-ons remained disabled.

25 25. Mozilla finally replied the evening of March 1, 2019 with a single line email: "as
26 stated previously, after reviewing your case we have decided the blocks will not be reverted."

27 26. On March 3, 2019, having heard nothing further from Mozilla, Intango's general
28 counsel sent Mozilla's legal department a letter detailing the foregoing and requesting that Mozilla

1 work with Intango to reinstate the add-ons.

2 27. Mozilla's in-house counsel responded on March 26, 2019—fully one month after
3 the takedown, which was causing irreparable damage—asserting that the add-ons violated the
4 Firefox Add-on Distribution Agreement and Review Policies by (1) “secretly redirect[ing] users’
5 internet searches” and (2) “track[ing] users’ search activity” via a “cookie” that allegedly
6 “leak[ed] personal user information to a third party”.

7 28. Intango's counsel addressed Mozilla's alleged concerns the next day. First, counsel
8 identified where each of the add-ons explicitly disclosed to potential users how the extensions
9 functioned, including their effect on a user's search traffic. Second, counsel explained that the
10 only use of the “cookies” was functional, namely, tracking use of the extensions, and that it did
11 not collect, store or leak the personal information of the user.

12 29. Receiving no response to its March 27, 2019 correspondence, Intango retained
13 outside counsel to serve a demand letter on Mozilla.

14 30. [REDACTED]
15 [REDACTED]
16 [REDACTED]

17 31. [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 [REDACTED]
27 [REDACTED]
28 [REDACTED]

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34.

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 35. [REDACTED] it took *three months* for
8 Mozilla to lift the block on Intango's add-ons. During this time Intango's developers spent
9 thousands of hours obtaining timely cooperation by Mozilla's developers and then proceeding
10 through an unnecessarily complicated approval process. For example, Mozilla required that
11 Intango make several adjustments to their add-on's installation/distribution flow, which is the
12 process that ultimately leads to the user completing installation of the add-on. Adjustments to the
13 add-ons' flow required rewriting and redesigning the add-ons' store descriptions, landing pages,
14 disclaimers and consents, and associated legal documents, including the applicable privacy policy
15 and end user licensing agreement. The tedious approval process caused further delay as Mozilla
16 was slow to respond, required that Intango strip down the add-ons' primary functionality, and
17 imposed what seemed to be an impossibly strict interpretation of the then-applicable policies.

18 36. Mozilla further required that Intango repeatedly detail the functionality of each
19 add-on, including precisely how the add-ons utilize Yahoo. In doing so, Intango was required to
20 disclose to Mozilla that it had a contract with Yahoo through which Intango generated revenue
21 from directing online traffic to Yahoo via certain add-ons, a standard industry practice. Intango
22 was not concerned that Mozilla could potentially use information disclosed during the approval
23 process, including the existence of its Yahoo agreement, against it. In retrospect, it should have
24 been.

25 37. Although the approval process was unreasonable in length and scope, Intango
26 complied with all of Mozilla's demands. Acting proactively, Intango even developed a new
27 methodology for creating and onboarding future extensions based on Mozilla's feedback in order
28 to avoid issues in the future.

1 38. Finally, in November 2019, Intango received Mozilla's approval and uploaded
2 Approved New Versions for five of the seven previously blocklisted add-ons. Intango had focused
3 its limited resources on obtaining Mozilla's approval for these five add-ons first because they were
4 the most popular among users. After expending significant resources proceeding through the
5 tedious approval process, Intango decided not to divert further resources to reinstating the
6 remaining two blocked Add-ons. Instead, Intango focused such resources on more fruitful
7 endeavors.

8 39. [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]

17 40. [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]

21 41. [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 [REDACTED]

27 42. [REDACTED]
28 [REDACTED]

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 43. As a result of Mozilla's breach, Intango was unable to reinstate its userbase.

6 44. Intango nevertheless continued to develop and distribute add-ons compatible with
7 Firefox. Indeed, hoping to avoid a repeat of the 2019 blocklisting debacle, Intango designed and
8 distributed all of its new add-ons in compliance with the various requirements Mozilla had
9 imposed during the three-month approval process.

10 45. Intango was therefore shocked when, once again, Mozilla abruptly disabled another
11 group of its add-ons in early 2020.

12 **Second Wave of Takedowns**

13 46. On February 11, 2020, Mozilla disabled twenty-two of Intango's add-ons,
14 including certain Approved New Versions of extensions that Intango had just spent three months
15 working closely with Mozilla to reinstate.

16 47. For seven of the add-ons disabled on February 11, 2020, Intango received emails
17 from Mozilla purporting to give Intango two weeks to "amend" the add-ons. Mozilla claimed the
18 add-ons had been disabled for violating its policies by "collecting search terms or intercepting
19 searches that are going to third-party search provider." Intango's add-ons, however, did not
20 "collect" user search terms or "intercept" searches. Mozilla knew this because of the extensive
21 process that Intango had just gone through to get such add-ons approved. Additionally, as in 2019,
22 Mozilla did not disclose how these extensions—which Mozilla had specifically approved less than
23 three months earlier—violated its policies. Nor did Mozilla provide any instruction on how to
24 "amend" the add-ons to rectify the alleged violation.

25 48. Inexplicably, for the other fifteen add-ons subject to this second takedown, Mozilla
26 provided no advanced warning of its intent to block, nor did it provide an opportunity to "amend"
27 the add-ons to rectify the alleged violation. Mozilla's disparate treatment of Intango's add-ons was
28 both unjustified and arbitrary. Indeed, the only apparent distinction between the two groups was

1 that those for which Mozilla provided notice had no userbase at the time, largely due to [REDACTED]
2 [REDACTED] and the fifteen subject to immediate takedown
3 each had a userbase, which was then irreparably lost following the takedown.

4 49. As of February 11, 2020, Mozilla had entirely removed the fifteen add-ons along
5 with each corresponding userbase. Trying to ascertain the reason for this removal, Intango
6 developers searched Mozilla's online postings regarding blocked add-ons and discovered one such
7 post that claimed its add-ons had been blocked for the same supposed reason as the other seven,
8 and that Mozilla had claimed that its extensions also allegedly violated Mozilla's policies by
9 "collect[ing] the current url or domain" or "execut[ing] remote code."

10 50. Perplexed by Mozilla's actions and once again facing significant reputational and
11 monetary damages, Intango immediately emailed the same Mozilla developers it had extensively
12 worked with during the months prior in an effort to reinstate its add-ons after the first round of
13 takedowns.

14 51. On February 14, 2020, one of the Mozilla developers responded. The developer
15 explained that although Mozilla had previously approved the add-ons, they were being blocked for
16 violating a *new* Mozilla policy—the policy against collecting search terms or intercepting searches
17 going to a third-party search provider. The developer further explained: "We reviewed and
18 accepted your add-ons in 2019 before this policy was introduced . . . we require all add-ons to stay
19 compliant to the latest version of our policies."

20 52. Intango was shocked to learn that Mozilla's interpretation of its new policy resulted
21 in it yet again disabling Intango extensions. Intango was particularly surprised because Mozilla
22 clearly knew about the upcoming policy changes as early as October 28, 2019 when it published a
23 blog post on the topic. Yet, at no time during the three-month approval process did Mozilla ever
24 suggest that it would interpret the new policy in a manner that would prohibit the very same
25 Intango add-ons that Mozilla was then scrutinizing prior to reinstatement. Nor did Mozilla indicate
26 the Intango add-ons risked violating the new policy when it finally approved the add-ons for
27 reinstatement on November 14, 2019.

28 53. Moreover, Intango had submitted and Mozilla had approved several of the add-ons

1 subject to takedown *after* December 2, 2019, when the new policy supposedly went into effect.
2 Intango had therefore relied on Mozilla’s approvals and continued developing add-ons in
3 accordance with the various requirements Mozilla had imposed during the three-month approval
4 process.

5 54. As with the first round of takedowns, Intango promptly sought resolution and
6 reinstatement, requesting further detail on how the add-ons violated Mozilla’s policies and
7 reasserting its commitment to compliance. Intango even offered to fly to Mozilla’s offices in
8 Berlin or any other location to sit down and discuss how it could bring its add-ons into
9 compliance.

10 55. As in the past, Mozilla replied belatedly and only to restate that Intango’s add-ons
11 violated its policies without specifying how such violations were occurring or what Intango could
12 do to cure the alleged violations.

13 56. Finally, on February 24, 2020, Mozilla revealed that its new policy effectively
14 banned any add-on that utilizes any search engine Mozilla disapproves of:

15 “As mentioned before, your addons violate the following
16 policy which you agreed to during submission: Search
17 functionality provided or located by the add-on must not
collect search terms or intercept searches that are going to a
third-party search provider.

18 Specifically, they do so by setting a search url in the
19 manifest which redirects the user to a third-party search
provider (in this case yahoo).”

20 57. As Mozilla is well aware, it is impossible to offer an add-on that utilizes *any* third-
21 party search engines without “setting a search url” and “redirecting” the user.

22 58. Moreover, Mozilla had specifically learned that Intango’s add-ons employ this
23 functionality to utilize the Yahoo search engine during the course of the three-month approval
24 process. Despite this knowledge, Mozilla never disclosed to Intango its intent to prohibit such
25 functions mere weeks after approving add-ons that relied on such functions. Nor did Mozilla
26 reveal that its “new” policy was apparently specifically targeting Intango’s add-ons until it was
27 pressed for an explanation.

28 59. Now, after over a year of expending significant time and resources going above and

1 beyond to comply with every demand made by Mozilla, Intango finds itself worse off than it was
2 in February 2019.

3 60. As a direct, proximate and foreseeable result of Mozilla's misconduct, Intango has
4 lost millions of dollars in revenue and continues to lose tens of thousands more each day its users
5 are unable to use the blocklisted add-ons.

6 **FIRST CAUSE OF ACTION**

7 ([REDACTED])

8 61. Intango incorporates by reference the allegations set forth in Paragraphs 1 through
9 60 as though fully set forth herein.

10 62. [REDACTED]
11 [REDACTED]

12 63. [REDACTED]
13 [REDACTED]

14 64. [REDACTED]
15 [REDACTED]

16 65. [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]

21 66. [REDACTED]
22 [REDACTED]
23 [REDACTED]

24 67. As a direct and proximate result of Mozilla's breach, Intango was unable to
25 reestablish its lost userbase and has suffered and continues to suffer substantial reputational and
26 monetary damage currently estimated to be in excess of \$3 million, with the exact amount to be
27 proven at trial.
28

SECOND CAUSE OF ACTION

(Breach of Contract – Firefox Add-on Distribution Agreement)

68. Intango incorporates by reference the allegations set forth in Paragraphs 1 through 60 as though fully set forth herein.

69. Intango and Mozilla are parties to the Firefox Add-on Distribution Agreement, which constitutes a binding, written contract. Section 7 of the Firefox Add-on Distribution Agreement governs Content Removal and provides:

(b) Removal from Distribution by Mozilla. Mozilla reserves the right (though not the obligation) to, in our sole discretion, remove or revoke access to any Listed or Unlisted Add-ons. This applies, but is not limited to, Add-ons that, in our reasonable opinion, violate this Agreement or the law, any applicable Mozilla policy, or is in any way harmful or objectionable. In addition, we may at any time remove Your Add-on from AMO; revoke Your Mozilla Certificate; blocklist an Add-on; delete your AMO account; flag, filter, modify related materials (including but not limited to descriptions, screenshots, or metadata); reclassify the Add-on; or take other corrective action.

Ex. B, Firefox Add-on Distribution Ag. § 7.

70. Intango satisfied all or substantially all of its material obligations under the Firefox Add-on Distribution Agreement that were not otherwise excused or waived.

71. All conditions necessary for Mozilla to perform its obligations under the Firefox Add-on Distribution Agreement either occurred or were excused.

72. Mozilla breached Section 7(b) of the Firefox Add-on Distribution Agreement in February 2020 by blocklisting twenty-two of Intango's add-ons in an arbitrary manner as evidenced by, among other things, the fact that the policy Mozilla now contends the add-ons violate was in effect at the time Mozilla approved the add-ons.

73. Mozilla further breached Section 7(b) of the Firefox Add-on Distribution Agreement by blocklisting twenty-two of Intango's add-ons in an arbitrary manner as evidenced by, among other things, the fact that Mozilla was specifically aware of the allegedly improper functionality employed by the blocklisted add-ons at the time it approved each add-on.

74. As a direct and proximate result of Mozilla's breach, Intango has suffered and

continues to suffer substantial reputational and monetary damage currently estimated to be in excess of \$3 million, with the exact amount to be proven at trial.

THIRD CAUSE OF ACTION

(Breach of the Covenant of Good Faith and Fair Dealing)

75. Intango incorporates by reference the allegations set forth in Paragraphs 1 through 60 as though fully set forth herein.

76. Every contract imposes upon each party an implied duty to act in good faith and in accordance with fair dealing in its performance and enforcement. This includes a duty to refrain from frustrating the purpose of those agreements and the reasonable expectations of parties in entering into them.

77. As a result of entering [REDACTED] the Firefox Add-on Distribution Agreement, Mozilla had a duty to act in good faith and engage in fair dealing.

78. Mozilla violated the covenant of good faith and fair dealing by committing the following acts:

- a. Blocklisting on February 11, 2020 certain add-ons that Mozilla had reinstated [REDACTED] in November 2019;
- b. Blocklisting on February 11, 2020 certain add-ons [REDACTED] that substantively complied with and were distributed in alignment with all of the requirements Mozilla had imposed on add-ons [REDACTED];
- c. Blocklisting on February 11, 2020 fifteen add-ons without providing Intango any advanced notice despite provisions in Mozilla's Review Policies that instruct it to do so prior to taking such action;
- d. Blocklisting twenty-two of Intango's add-ons in an arbitrary manner as evidenced by the fact that the policy Mozilla now contends the add-ons violate was in effect at the time Mozilla approved the add-ons; and
- e. Blocklisting Intango's add-ons in bad faith as evidenced by the fact that Mozilla's policy, as described to Intango on February 24, 2020, effectively

prohibits all of Intango's add-ons that use third-party search engines.

79. As a result of Mozilla's breach of the covenant of good faith and fair dealing, Intango has suffered and continues to suffer reputational and economic harm currently estimated to be in excess of \$3 million, with the exact amount to be proven at trial.

FOURTH CAUSE OF ACTION

(Violation of California Business and Professions Code § 17200)

80. Intango incorporates by reference the allegations set forth in Paragraphs 1 through 60 as though fully set forth herein.

81. California Business and Professions Code § 17200 defines unfair competition as including "any unlawful, unfair or fraudulent business act or practice. . . ."

82. Mozilla engaged in unfair and unlawful business practices as follows:

a.

[REDACTED]

b. Inducing Intango to disclose information concerning the functionality of its add-ons, which Mozilla then used against Intango by creating a new policy that prohibits the very same functionality;

c. Effectively prohibiting all add-ons that attempt to utilize Mozilla's former default search engine—Yahoo—thereby forcing add-on developers to use only Mozilla's preferred search engines, which are a source of revenue for Mozilla;

d. Intentionally interfering with Intango's contractual relations with Yahoo;

e. Engaging in conduct that significantly threatens or harms competition by effectively prohibiting all add-ons, including those distributed by Intango, that compete with Mozilla's ability to direct online traffic to search engines with which Mozilla has partnered;

- 1 f. Engaging in conduct that significantly threatens or harms competition by
2 taking down Intango's add-ons in a manner that caused it to irreparably lose
3 each corresponding userbase, which Intango had expended significant time
4 and resources developing, thereby ensuring that all search traffic by those
5 users would be directed to search engines with which Mozilla has partnered;
6 g. Engaging in conduct that significantly threatens or harms competition by
7 failing to provide developers with notice of intent to modify its policies in a
8 manner that would prohibit add-ons that compete with Mozilla's ability to
9 direct online traffic to search engines with which Mozilla has partnered, and
10 thereby denying developers an opportunity to amend their add-ons or notify
11 their userbase of the upcoming change.

12 83. As a result of Mozilla's violations of California Business and Professions Code §
13 17200, Intango has suffered and continues to suffer reputational and economic harm currently
14 estimated to be in excess of \$3 million with the exact amount to be proven at trial.

15 84. In committing the acts alleged above, Mozilla acted with oppression, fraud, and/or
16 malice, entitling Intango to recover punitive damages in amount appropriate to punish and deter
17 Mozilla from engaging in similar conduct again.

18 **FIFTH CAUSE OF ACTION**

19 **(Intentional Interference with Contractual Relations)**

20 85. Intango incorporates by reference the allegations set forth in Paragraphs 1 through
21 60 as though fully set forth herein.

22 86. Intango has an enforceable contract with Yahoo pursuant to which Intango receives
23 revenue from directing online traffic to the Yahoo search engine.

24 87. The existence of this contract was disclosed to Mozilla representatives over the
25 three-month period during which Intango worked with Mozilla to restore its add-ons after the first
26 wave of Mozilla blocklisting.

27 88. By improperly disabling various Intango add-ons on February 11, 2020, Mozilla
28 knowingly and intentionally disrupted Intango's contractual relationship with Yahoo.

1 89. By expelling Intango's add-ons from the Firefox platform, Mozilla prevented
2 Intango's performance under its contract with Yahoo.

3 90. Mozilla had no legitimate business purpose for disrupting Intango's contractual
4 relations.

5 91. As a result of Mozilla's interference, Intango has suffered and continues to suffer
6 reputational and economic harm in an amount currently estimated to be in excess of \$3 million,
7 with the exact amount to be proven at trial.

8 92. In committing the acts alleged above, Mozilla acted with oppression, fraud, and/or
9 malice, entitling Intango to recover punitive damages in amount appropriate to punish and deter
10 Mozilla from engaging in similar conduct again.

11 93. Unless restrained, Mozilla will continue in the acts and conduct set forth above, to
12 Intango's great and irreparable injury, for which damages will not afford adequate relief.

13 **SIXTH CAUSE OF ACTION**

14 **(Intentional Interference with Prospective Economic Advantage)**

15 94. Intango incorporates by reference the allegations set forth in Paragraphs 1 through
16 60 as though fully set forth herein.

17 95. Intango had an economic relationship with Yahoo with a probability of future
18 economic benefit.

19 96. Intango expected and had reason to believe that its business relationships with
20 Yahoo would continue for the foreseeable future.

21 97. Mozilla knew about Intango's relationship as a result of Intango disclosing its
22 existence over the course of the three-month period during which Intango sought to have its add-
23 ons reinstated.

24 98. By virtue of the acts alleged above, Mozilla knowingly, intentionally, and
25 wrongfully interfered with Intango's prospective economic relationship with these users.

26 99. Mozilla's conduct was independently unfair and unlawful as it violated the
27 California Business and Professions Code § 17200 as detailed above and [REDACTED]

28 [REDACTED].

100. As a direct and proximate result of Mozilla's interference with Intango's prospective relationship, Intango has suffered and continues to suffer reputational and economic harm currently estimated to be in excess of \$3 million, with the exact amount to be proven at trial.

101. In committing the acts alleged above, Mozilla acted with oppression, fraud, and/or malice, entitling Intango to recover punitive damages in amount appropriate to punish and deter Mozilla from engaging in similar conduct again.

102. Unless Mozilla is enjoined and restrained by this Court from continuing to interfere with Intango's prospective economic relationships, Mozilla will continue such interference to Intango's detriment.

SEVENTH CAUSE OF ACTION

([REDACTED])

103. Intango incorporates by reference the allegations set forth in Paragraphs 1 through 60 as though fully set forth herein.

104. [REDACTED]

105. [REDACTED]

106. Intango is informed and believes that Mozilla disputes its contentions.

107. [REDACTED]

108. [REDACTED]

EIGHTH CAUSE OF ACTION

(Declaratory Relief – Firefox Add-on Distribution Agreement)

109. Intango incorporates by reference the allegations set forth in Paragraphs 1 through 60 as though fully set forth herein.

110. An actual controversy has arisen and now exists between Intango and Mozilla concerning their respective rights and obligations under the Firefox Add-on Distribution Agreement.

111. Intango contends that Section 7 of the Firefox Add-on Distribution Agreement prohibits Mozilla from blocklisting Intango's add-ons arbitrarily and/or without good cause.

112. Intango is informed and believes that Mozilla disputes its contentions.

113. Intango desires a judicial determination of the parties' rights and duties and a declaration that Section 7 of the Firefox Add-on Distribution Agreement prohibits Mozilla from blocklisting Intango's add-ons arbitrarily and/or without good cause.

114. A judicial declaration is necessary and appropriate at this time in order that the parties may ascertain their rights and obligations under the Firefox Add-on Distribution Agreement.

PRAYER FOR RELIEF

WHEREFORE, Intango prays for an award of relief against Mozilla as follows:

1. For actual damages according to proof;
2. For a declaration of the rights and obligations of the parties on the Seventh and Eighth Causes of Action;
3. For an order directing Mozilla to:
 - a. Deactivate its blocklisting of Intango's add-ons;
 - b. Refrain from removing Intango's add-ons without first notifying Intango of any non-compliance issues;
4. For an award of punitive and exemplary damages on the Fourth, Fifth and Sixth Causes of Action;
5. For all interest recoverable by law, including prejudgment interest; and
6. For such other relief as the Court deems just and proper.

JURY DEMAND

Intango hereby demands a trial by jury as to all counts so triable.

1 Dated: April 17, 2020

BRYAN CAVE LEIGHTON PAISNER LLP

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3 By: /s/ Meryl Macklin

4 Meryl Macklin
5 Rachel A. Beck
6 Attorneys for Plaintiff
7 INTANGO, LTD.
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